

## COLLABORATIVE RESEARCH AGREEMENT

**THIS COLLABORATIVE RESEARCH AGREEMENT** (this “Agreement”) is made and entered into effective as of [MONTH] [DAY], [YEAR] by and between **KEIO UNIVERSITY**, having its principal place of business at 2-15-45 Mita, Minato-ku, Tokyo 108-8345, Japan (“University”), and [NAME OF COUNTERPARTY], having its principal place of business at [ADDRESS] (the “Company”). Each of University and Company may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

In consideration of the mutual covenants and promises herein contained, University and Company agree as follows:

### **Article 1** DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement have the respective meanings set forth below:

“Completion Date” means the date on which the Research Project is completed, terminates or is cancelled pursuant to this Agreement.

“Invention” means any idea, concept, invention, discovery, development, work of authorship, modification, improvement and other technology, whether patentable or not, that is subject to the protection of the Intellectual Property Rights.

“Implement” or “Implementation” of Intellectual Property Rights shall refer to the acts stipulated in Article 2, Paragraph 3 of the Patent Act of Japan (Law No.121 of 1959, as amended), the acts stipulated in Article 2, Paragraph 3 of the Utility Model Act of Japan (Law No.123 of 1959, as amended), the acts stipulated in Article 2, Paragraph 2 of the Design Act of Japan (Law No.125 of 1959, as amended), the acts stipulated in Article 2, Paragraph 3 of the Act on the Circuit Layout of a Semiconductor Integrated Circuits of Japan (Law No.43 of 1985, as amended), the acts stipulated in Article 2, Paragraph 5 of the Plant Variety Protection and Seed Act of Japan (Law No.83 of 1998, as amended), the acts stipulated in Article 2, Paragraph 1.15 and Article 19 of the Copyright Act of Japan (Law No.48 of 1970, as amended), in each case as applicable, including acts concerning similar, corresponding or equivalent rights to the above rights anywhere in the world, and the use of Know-how.

“Intellectual Property Rights” means all rights in and associated with any and all (i) issued and unexpired patents under Patent Act of Japan, registered and unexpired utility models under the Utility Model Act of Japan, issued and registered designs under Design Act of Japan, registered and unexpired trademarks under the Trademark Act of Japan, registered and unexpired layout-design exploitations under Act on the Circuit Layout of a Semiconductor Integrated Circuits of Japan or registered and unexpired variety under the Plant Variety Protection and Seed Act of Japan, (ii) copyrights in works (including, but not limited to, computer program work and database work) under the Copyright Act of Japan, (iii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, (iv) applications and registrations therefor, and (v) Know-how.

“Know-how” means information or materials of a proprietary or confidential nature, but that cannot be established as or does not fall under any of those rights set forth in (i) through (iv) of the definition of “Intellectual Property Rights.”

“Losses” mean losses, liabilities, damages, costs and expense, including reasonable attorneys’

fees and expenses and costs of investigation and defense.

“Research Project” means the research project set forth in Schedule A.

“Research Result” means any tangible or intangible result developed, acquired or reduced to practice in the course of the Research Project, including, without limitation, any invention, technical information, data, know-how and materials that relate to the purpose of the Research Project.

## **Article 2**    RESEARCH PROJECT.

2.1            The respective work of University and Company under the Research Project is described in Schedule A. Each Party intends to contribute, each in its area of expertise, to the Research Project, and shall use its reasonable efforts to perform its work under the Research Project in accordance with the terms and conditions of this Agreement.

2.2            Each Party shall assign a principal investigator who directs and supervises the Research Project (a “Principal Investigator”) as set forth in Schedule A. [University may assign a research manager (a “Research Manager”) who conducts the Research Project under the direction and supervision by the Principal Investigators.] Either Party may use any of its officers, employees or, in case of University, students in the performance of the Research Project (collectively with the Principal Investigator [and the Research Manager], the “Researchers”), provided that each such Party remains fully liable for the actions or omission of its Researchers. Either Party may replace, add or remove its Researchers [(other than its Principal Investigator)] at its sole discretion upon prior written notice to the other Party.

2.3            The Parties may at any time amend the Research Project by mutual written agreement.

2.4            Company acknowledges and agrees that nothing in this Agreement shall be construed to limit the freedom of University or its Researchers from engaging in research similar to the Research Project.

[2.5            If an applicable committee or organ of University determines that the Research Project has deviated from the purpose, scope and manner originally intended or is inappropriate under the ethics rules and other internal rules of University, University may, at its discretion, amend or discontinue the Research Project without any liability.]

## **Article 3**    RESEARCH EXPENSES.

3.1            Company shall bear such costs and expenses (including, without limitation, University’s general administration costs) necessary for or relating to the conduct of the Research Project as set forth in Schedule A (the “Research Expenses”).

3.2            Unless otherwise agreed by the Parties, Company shall pay the Research Expenses to University within [sixty days from the date of this Agreement] *or* [on or before the due date set forth in the applicable invoice issued by University]. All payments by Company hereunder shall be made by wire transfer to the bank account as instructed separately by University.

3.3            In the event of early termination of this Agreement or discontinuation of the Research Project pursuant to **Article 16**, Company shall pay all Research Expenses which have been incurred by University up to the date of such termination or discontinuation.

3.4 All payments by Company hereunder shall be made without any withholding or deductions unless withholding is required by applicable laws. If any taxes are withheld under applicable laws, Company shall forthwith pay such additional amount as is necessary to ensure that the net amount actually received by University is equal to the amount that University would have received as if no tax had been withheld.

**Article 4** SITE; FACILITY; EQUIPMENT.

4.1 The Research Project shall be conducted at the site specified in Schedule A.

4.2 University may request Company to provide University with, and Company shall provide, any equipment, instrument, apparatus or installation owned or used by Company (collectively, "Equipment") in order for University to carry out its performance of the Research Project. University shall use and maintain such Equipment made available by Company using due care of a good manager commencing upon the installation of the Equipment at University's research facility and continuing until the completion of the Research Project. Company shall remove the Equipment installed at University's research facility promptly after the completion of the Research Project. Any and all expenses for the delivery, installment and installation of the Equipment pursuant to this **Article 4.2** shall be borne by Company.

4.3 All materials, supplies and other equipment purchased for the Research Project with funds provided under this Agreement, shall remain the property of University after completion of the Research Project.

**Article 5** RESEARCH REPORT.

5.1 Each Party shall generally keep the other Party reasonably informed, orally or in writing, of the progress or results of the work performed in connection with the Research Project, principally through their respective Principal Investigators.

5.2 The Parties shall prepare and submit to each other a final written report of the Research Project within [sixty] calendar days after the Completion Date or at such other time as mutually agreed between the Parties.

**Article 6** RESEARCH MATERIALS.

6.1 The Parties agree that, except as prohibited by applicable law or as would result in a breach of any contractual obligation to a third party, each Party will disclose to the other Party all materials, information or data that are necessary for the performance of the Research Project (collectively, the "Research Materials").

6.2 Neither Party may use any Research Materials provided by the other Party for any purposes other than conducting the Research Project without the prior written consent of the other Party. Unless the Parties agree otherwise, the Research Materials shall be considered the "Confidential Information" of the Party providing them.

6.3 Each Party shall promptly return any Research Materials provided by the other Party at the other Party's request [or upon any termination or expiration of this Agreement].

**Article 7** OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.

7.1 All right, title and interest in and to all Intellectual Property Rights in any Invention

developed, conceived or reduced to practice in the performance of the Research Project solely by the Principal Investigator or Researcher of one Party (a “Sole Invention” and “Sole Intellectual Property”) shall be owned solely by such Party.

7.2 All right, title and interest in and to all Intellectual Property Rights in any Invention that is developed, conceived or reduced to practice in the performance of the Research Project jointly by the Principal Investigators or Researchers of both Parties (a “Joint Invention” and “Joint Intellectual Property”) shall be jointly owned by the Parties. The Parties shall consult with each other to evaluate the degree of contribution of each Party to the Joint Intellectual Property in order to determine the proportion of ownership of the Joint Intellectual Property.

7.3 Notwithstanding **Articles 7.1 and 7.2**, if University does not assume an ownership interest in the Intellectual Property Rights in any Invention, developed, conceived or reduced to practice in the performance of the Research Project by one or more of its Researchers due to University’s internal regulations or any other reason, Company shall consult with the relevant Researcher(s) of University in order to determine the ownership of, and address any other issues with respect to, such Intellectual Property Rights.

7.4 If the Intellectual Property Rights in any Invention is copyrighted, neither Party may exercise its author’s moral rights (*chosakusha jinkakuken*) stipulated under Articles 18 through 20 of the Copyright Law of Japan against the other Party or any third party who is duly granted a license to such Intellectual Property Rights.

#### **Article 8** PROSECUTION.

8.1 The Parties may jointly file a patent application or other applications for the registration of any Intellectual Property Rights in Japan or in any foreign jurisdiction (an “Application”) with respect to any Joint Invention, provided that the Parties have first executed a joint application agreement between the Parties setting forth, among other matters, the content of the application, the application process and the maintenance.

8.2 Notwithstanding **Article 8.1**, either Party may solely file an Application with respect to the Joint Invention if the other Party agrees, through mutual consultation between the Parties, to assign its right, title and interest in and to such Joint Invention to the filing Party. The assigning Party shall cooperate with the filing Party to ensure the prompt filing of an Application for and prosecution of any such Joint Invention.

8.3 All costs and expenses relating to the filing, prosecution and maintenance, including, but not limited to, patent attorneys’ fees and other expert fees, with respect to any Joint Invention filed jointly by the Parties shall be borne by Company.

8.4 Either Party may solely file an Application with respect to any of its Sole Invention at its sole discretion; provided, however, that the filing Party shall, prior to the filing of the Application, notify the other Party and obtain such other Party’s confirmation that the relevant Sole Invention was in fact conceived solely by the prosecuting Party.

#### **Article 9** JOINT INTELLECTUAL PROPERTY.

9.1 University agrees to not Implement any Joint Intellectual Property for any purpose other than educational, experimental or research purposes. In consideration of University not Implementing the Joint Intellectual Property except for the limited purposes set forth in this paragraph, Company agrees to Implement any Joint Intellectual Property only in accordance

with a license agreement to be entered into by Company and University with respect to the Implementation of such Joint Intellectual Property. Company shall pay to University, in connection with such Implementation, a compensatory royalty in accordance with such license agreement to be agreed by the Parties.

9.2 University agrees to not grant to any third party a license to Implement its rights in the Joint Intellectual Property without Company's prior written consent. Notwithstanding anything contrary herein provided, University may grant to a third party a license to use the Joint Intellectual Property without Company's prior written consent in the following cases:

(i) if Company fails to execute a license agreement with University pursuant to **Article 9.1** without any reasonable cause within three years from the Completion Date, or otherwise seeks to Implement any such Joint Intellectual Property other than pursuant to any such license agreement; or

(ii) if Company fails to pay any compensatory royalty in accordance with the license agreement entered into pursuant to **Article 9.1**.

9.3 Company may grant a third party a non-exclusive license to the Joint Intellectual Property provided that Company first executes a license agreement with University setting forth, among other matters, the allocation of any license fee or royalty received from any such third party as between the Parties.

9.4 Unless otherwise provided in this Agreement, neither Party may transfer, grant a security interest in, grant a license to or otherwise dispose of its right, title or interest in or to the Joint Intellectual Property to any third party without the prior written consent of the other Party.

9.5 Each Party shall notify the other Party in writing before abandoning its right, title or interest in and to any Joint Intellectual Property.

#### **Article 10** SOLE INTELLECTUAL PROPERTY.

10.1 For a period of twelve months from the Completion Date (the "License Option Period"), Company shall have a preferential right to elect, by written notice to University, to receive from University a license to the applicable Sole Intellectual Property of University. In the event that Company elects to exercise such preferential right, the Parties shall discuss, for a period of up to three months from the date of such election, which may be extended upon agreement between the Parties, the terms and conditions, including the license fee or royalty, payable by Company to University pursuant to such license. If the Parties cannot reach an agreement on the terms and conditions of the license within said three-month period, University may grant to any third party an exclusive or non-exclusive license to the relevant Sole Intellectual Property of University.

10.2 During the License Option Period, University shall not license or otherwise dispose of the relevant Sole Intellectual Property provided that Company bears the costs and expenses of the maintenance of the Sole Intellectual Property.

10.3 University may, in its discretion, assign all or a part of its Sole Intellectual Property to Company on terms and conditions to be mutually agreed (including, if applicable, a license back to such Sole Intellectual Property to University). If the Sole Intellectual Property of University so assigned is copyrighted, the rights stipulated under Articles 27 and 28 of the Copyright Law of Japan will also be assigned to Company; provided, however, that University

reserves its rights with respect to routine, module and other rights that can be used for other programming.

10.4 University may Implement the Sole Intellectual Property of Company for educational, experimental or research purposes in its discretion and without Company's prior written consent.

**Article 11** RESEARCH RESULTS.

11.1 Subject to **Article 7**, [all right, title and interest in and to the Research Results that are developed, created or reduced to practice solely by University or jointly by the Parties shall be solely owned by University, and all right, title and interest in and to the Research Results that are developed, created or reduced to practice solely by Company shall be solely owned by Company] *or* [all right, title and interest in and to the Research Results that are developed, created or reduced to practice solely by University shall be solely owned by University, all right, title and interest in and to the Research Results that are developed, created or reduced to practice solely by Company shall be owned solely by Company, and all right, title and interest in and to the Research Results that are developed, created or reduced to practice jointly by the Parties shall be jointly owned by the Parties].

11.2 Except as otherwise expressly provided herein, University may use, free of charge, any Research Result solely or jointly owned by University for educational, experimental and research purposes without Company's prior consent.

11.3 In the event that Company wishes to Implement any Research Results that are, in whole or in part, owned by University, the Parties shall consult with each other and discuss the terms and conditions of the license, including any license fee or royalty payable by Company to University in connection with such Implementation.

**Article 12** KNOW-HOW.

In the event that either Party believes that Know-how has been developed, acquired or reduced to practice in the performance of the Research Project, the Parties shall consult with each other, designate the same as Know-how and agree on the period during which the Parties shall keep the Know-how confidential. Such period may be shortened or extended upon mutual agreement between the Parties.

**Article 13** NO SUBCONTRACT.

Neither Party may subcontract or otherwise delegate to any third party, in whole or in part, the performance of any of its obligations regarding the Research Project without the prior written consent from the other Party.

**Article 14** CONFIDENTIALITY.

14.1 The term "Confidential Information" means any and all technical information or materials, including, but not limited to, the Research Materials, furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that (i) is in electronic, written or other tangible form and clearly marked as "Confidential", or (ii) is disclosed orally or visually and designated as confidential at the time of the oral or visual disclosure and, further, within thirty days after the oral or visual disclosure, the summary of which is furnished to Receiving Party in writing clearly marked as "Confidential".

14.2 The term “Confidential Information” does not, however, include information that (i) is or becomes within the public domain through no act of the Receiving Party or its Representatives in breach of this Agreement; (ii) is already in the Receiving Party’s possession without obligation of confidentiality at the time of disclosure and the Receiving Party; (iii) has been lawfully obtained by the Receiving Party from a third party having the right to make the disclosure who places no obligation of confidence upon the Receiving Party; or (iv) is independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party.

14.3 The Receiving Party shall keep the Confidential Information confidential and shall not, without the Disclosing Party’s prior written consent, disclose any Confidential Information in any manner whatsoever, in whole or in part, to any third party; provided, however, that the Receiving Party may disclose the Confidential Information or portions thereof to its directors, officers, employees, advisors and, in the case of University, students, (collectively, “Representatives”) (i) who need to know the Confidential Information to conduct the Research Project and (ii) who have been advised of by the Receiving Party and have agreed to maintain the confidential nature of the Confidential Information. The Receiving Party agrees to be responsible for any and all breaches of this **Article 14** by its Representatives.

14.4 The Receiving Party shall use any Confidential Information of the Disclosing Party solely for the purpose of conducting the Research Project and shall not use, directly or indirectly, any Confidential Information in whole or in part for any other purpose whatsoever.

14.5 In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by applicable law, regulation or legal process to disclose any of the Confidential Information, the Receiving Party shall (unless prohibited by applicable law) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request or requirement, and consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow the request. In the event that disclosure of any Confidential Information is legally required, the Receiving Party or its Representatives, as the case may be, shall furnish only that portion of the Confidential Information which is legally required and exercise all reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to such Information.

14.6 At any time upon the request of the Disclosing Party subsequent to the Completion Date, the Receiving Party shall, at its own expense, promptly deliver to the Disclosing Party, or at the Disclosing Party’s request, destroy, all copies of the Confidential Information (whether in written, electronic or other tangible format) in the Receiving Party’s or its Representatives’ possession that was delivered to the Receiving Party by the Disclosing Party. Notwithstanding the foregoing, the Receiving Party and its Representatives shall be permitted to retain Confidential Information that would be unreasonably burdensome to destroy (such as archived computer records) or to the extent required to comply with applicable law or regulation, provided that any information so retained herein shall remain subject to the terms of this **Article 14**.

14.7 This **Article 14** will survive for two years after the termination of this Agreement.

#### **Article 15** PUBLICATION.

University is not restricted from presenting at symposia or professional meetings, or from publishing in journals or other publications, the Research Results acquired under the Research Project; provided, however, that if such presentation or publication is made within two years

from the Completion Date, Company shall be provided with copies of the proposed disclosure at least [thirty] calendar days before the presentation or publication date. Company may review the proposed disclosure (i) to ascertain whether Company's Confidential Information would be disclosed by the proposed disclosure or (ii) to identify any potentially patentable Research Results so that appropriate steps may be taken to protect such Research Results. Company shall provide comments, if any, in writing within [fifteen] calendar days after delivery of the proposed disclosure.

**Article 16** DISCONTINUATION OF RESEARCH PROJECT.

16.1 Either Party may, after engaging in mutual consultation between the Parties, discontinue the Research Project if it becomes impracticable for such Party to continue the Research Project due to the occurrence of an event or circumstance beyond the reasonable control of such Party, including acts of God.

16.2 Neither Party is liable for any Losses incurred by the other Party due to the discontinuation of the Research Project pursuant to this **Article 16**.

**Article 17** EXPORT CONTROL.

17.1 Neither Party may provide any materials or information that it has been sold, transferred, leased or otherwise provided by the other Party hereunder, to any third party that intends to undermine the maintenance of international peace and security.

17.2 In performing their respective obligations hereunder, the Parties shall comply with the Foreign Exchange and Foreign Trade Act of Japan (Law No. 228 of 1949, as amended) and the import rules and regulations of the relevant export designation, as well as the U.S. Export Administration Regulations.

17.3 Company covenants that it will not disclose to University any information that contains information, technology or data of which use, export, release or transfer is subject to any governmental restriction or prohibitions, including the U.S. Export Administration Regulations, without the prior written consent from University.

**Article 18** TERM AND TERMINATION.

18.1 The term of this Agreement commences on the first day of the research period as set forth in Schedule A and continues in effect until the submission of the report pursuant to **Article 5.2** or unless earlier terminated in accordance with this Agreement.

18.2 The Parties may terminate this Agreement at any time by mutual agreement in writing.

18.3 University may terminate this Agreement and any other agreement(s) related to this Agreement upon written notice to Company:

(i) if Company has breached any of its covenants or obligations contained in this Agreement or such other agreement(s), and such breach has not been cured within thirty days after written notice of such breach from University;

(ii) in case of appointment of a trustee or receiver for all or any part of the assets of Company, insolvency, liquidation or dissolution of Company, filing of a petition in

bankruptcy against or concerning Company, a general assignment by Company for the benefit of creditor(s), or suspension of payment or banking transactions by Company;

(iii) in case of any change in control of Company, consolidation or merger of Company with or into a third party, the sale of all or substantially all of Company's assets to a third party, in each case that would render it infeasible to continue this Agreement;

(iv) in case of cessation of the business of Company that pertains to the Research Project; or

(v) in case of any other event that would render it infeasible to continue this Agreement.

18.4 Termination of this Agreement does not affect any of the Parties' respective rights accrued or obligations owed before termination, including the rights and obligations as to indemnification under **Article 19**.

18.5 **Article 4** (excluding **Article 4.1**), **Article 6.2**, **Article 6.3**, **Articles 7** through **12**, **Article 14**, **Article 15**, **Article 17**, **Article 18.5**, and **Articles 19** through **23** shall survive expiration or termination of this Agreement unless otherwise provided in this Agreement.

#### **Article 19** INDEMNIFICATION.

Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, agents and, in case of University, students against all Losses incurred by the other Party arising from or in connection with a breach of this Agreement by the indemnifying Party or the indemnifying Party's willful misconduct or gross negligence. Furthermore, Company shall indemnify and hold harmless University and its affiliates, directors, officers, employees, agents and students against all Losses incurred by University arising from or in connection with any claim, suit or proceeding alleging that the Research Materials or Equipment provided by Company infringe, misappropriate or violate the Intellectual Property Rights or other rights of any third party.

#### **Article 20** REPRESENTATION, WARRANTY, LIABILITY LIMITS.

20.1 UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE RESEARCH PROJECT, WHETHER ANY RESULTS WILL OBTAIN ANY RESEARCH MATERIALS OR ANY INVENTION, PROCESS OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, DEVELOPED OR REDUCED TO PRACTICE UNDER THIS AGREEMENT; THE OWNERSHIP, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH, ANY RESEARCH MATERIALS OR ANY SUCH INVENTION OR PRODUCT; OR THE ABSENCE OF CONTRACT NONCONFORMITY, WHETHER OR NOT DISCOVERABLE.

20.2 IN NO EVENT SHALL UNIVERSITY OR COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OF PROFITS, OPPORTUNITY, OR REVENUE, INCURRED BY THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Article 21 GOVERNING LAW.**

This Agreement and other agreement(s) related hereto shall be governed in accordance with the laws of Japan.

**Article 22 DISPUTE RESOLUTION.**

Except with respect to actions seeking relief other than monetary compensation, any disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, Japan, in accordance with the Rules of the Arbitration of the International Chamber of Commerce. Any arbitration award granted shall be final and binding on the parties and shall not be subject to appeal and shall be enforceable in any court of competent jurisdiction. The language for the arbitration procedure shall be [Japanese] and there shall be three arbitrators. Each Party shall nominate an arbitrator. The two party-appointed arbitrators shall then nominate the third and presiding arbitrator in consultation with the Parties.

**Article 23 GENERAL.**

23.1 Neither Party shall be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond such Party's control, such as acts of God, labor disputes, accidents, civil disorders or commotions, failure of utilities, fire, explosion, or other such occurrences.

23.2 Any notice or communication required or permitted to be given hereunder shall be given in writing and either by personal delivery, by facsimile, by registered or certified mail (with all postage and other charges prepaid) or by e-mail to the address shown below. Any notice delivered by personal delivery, facsimile or e-mail shall be deemed given and effective at the time of delivery. Any notice delivered by registered or certified mail shall be deemed given at the end of the tenth business day after it is posted.

**University:**

[Title]

[Address]

Telephone: [ ]

Fax: [ ]

Email: [ ]

**Company:**

[Title]

[Address]

Telephone: [ ]

Fax: [ ]

Email: [ ]

23.3 No provision of this Agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by a duly authorized officer of the Parties hereto.

23.4 Neither Party may assign, transfer or grant a security interest in, in whole or in part, either this Agreement or any of its rights or interests hereunder, or delegate, in whole or in part, any of its obligations hereunder, without the prior written approval of the other Party.

23.5 The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

23.6 This Agreement does not confer any rights or remedies upon any third party and their respective successors and permitted assigns.

23.7 This Agreement contains the entire agreement between the Parties concerning the Research Project and supersedes any, written or oral, understandings, proposals, or representations by and between the Parties.

23.8 In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

23.9 The headings contained in this Agreement are inserted for convenience only and do not affect in any way the meaning or interpretation of this Agreement.

23.10 This Agreement has been negotiated and executed by the Parties in English. In the event any translation of this Agreement is prepared for convenience or any other purpose, the provisions of the English version prevail.

23.11 This Agreement may be executed and delivered in separate counterparts, including by facsimile or other electronic transmission, each of which, when so executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

University:

Keio University

Company:

[NAME OF COUNTERPARTY]

\_\_\_\_\_

Name:

Title

\_\_\_\_\_

Name:

Title

**Schedule A**

**Description of Research Project**

|                                   |  |
|-----------------------------------|--|
| Theme                             |  |
| Purpose                           |  |
| Description of Each Party's Roles |  |
| Research Period                   |  |
| University Principal Investigator |  |
| Company Principal Investigator    |  |
| Research Manager / Researcher     |  |
| Research Site                     |  |
| Research Expenses                 |  |
| Other Terms                       |  |